

ESCROW AGREEMENT

Escrow Agreement entered into this 25th day of April, 2005 among Anthony J. Bucci and Melissa J. Bucci, and Rosemarie Keefe (hereinafter referred to as "Surety"), Michael J. Sullivan, in his official capacity as United States Attorney for the District of Massachusetts (hereinafter referred to as "United States Attorney"), and Sarah A. Thornton, in her official capacity as Clerk of the United States District Court for the District of Massachusetts (hereinafter referred to as "Escrow Agent").

Whereas the Surety is desirous of effecting the release of Anthony J. Bucci (hereinafter referred to as "Defendant"), in Criminal No. 04-cr-10194-RCL, on the terms and conditions of an Order Setting Terms and Conditions of Release (hereinafter referred to as "Bail Order"), dated August 26, 2004, and entered by the Honorable Joyce London Alexander, United States Magistrate Judge, and has agreed to execute a personal bond in the amount of Three Hundred and Fifty Thousand Dollars (\$350,000.00), (hereinafter referred to as "Personal Bond"), to secure the Defendant's compliance with the terms and conditions of the Bail Order.

Now, therefore, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The Surety shall execute quitclaim deeds to the parcels of real property located at 26 Upland Road, Wakefield, Massachusetts, and 500 Salem Street, Unit 607, Medford, Massachusetts in favor of the United States of America, and deliver said deeds to the Escrow Agent to be held in escrow pursuant to the terms of this Agreement.

2. The Surety further agrees to execute any ad documents and take any action necessary to effectuat of said parcel of real property and facilitate the s. property in the event that the Defendant is in defau terms and conditions of the Bail Order or Personal B.

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3. The Escrow Agent shall hold the quitclaim d under the following terms and conditions:

A. In the event that the Defendant fails required at all proceedings in Criminal No. 04-cr-10194-RCL or otherwise violates any condition of bail, and Defendant is declared to be in default by a judicial officer of the United States District Court for the District of Massachusetts, then, upon order of the Court, and in lieu of or in addition to foreclosure proceedings on any mortgage granted by the Surety, the Escrow Agent shall tender the quitclaim deed to the United States Attorney, and he shall cause the same to be recorded immediately without notice to the Surety. Any requirement that foreclosure proceedings be commenced upon any mortgage granted by the Surety in connection with Criminal No. 04-cr-10194-RCL is expressly

waived by the Surety.

B. This Agreement shall terminate upon the final disposition of Criminal No. 04-cr-10194-RCL and written discharge of the bond provided to the Surety by the United States of America. Upon such termination, and upon order of the Court, the Escrow Agent shall deliver the quitclaim deed to the Surety.

5. The validity and construction of this Agreement shall be governed by the law of the Commonwealth of Massachusetts.

6. This Escrow Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns and personal representatives.

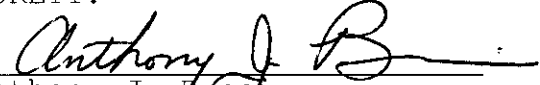
In witness whereof, the parties here have caused this Agreement to be executed as of the date first written above.


ESCROW AGENT:

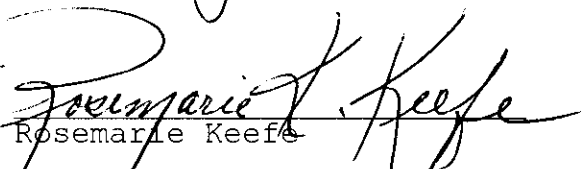
Sarah A. Thornton, Clerk

By: 
Deputy Clerk

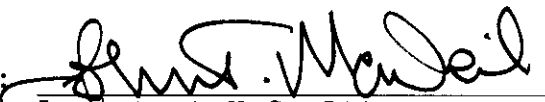
SURETY:


Anthony J. Bucco


Melissa J. Bucco


Rosemarie Keefe

Michael J. Sullivan
United States Attorney

By: 
Assistant U.S. Attorney

Commonwealth of Massachusetts

Middlesex, SS.

April 25, 2005

On this 25th day of April, 2005, before me, the undersigned notary public, personally appeared Anthony J. Bucci, Melissa J. Bucci, and Rosemarie Keefe, personally known to me to be the persons whose names are signed on the preceding Escrow Agreement, and acknowledged to me that they signed the said document voluntarily for its stated purpose.


Notary Public
My Commission Expires: Dec. 29, 2006

Commonwealth of Massachusetts

Suffolk, SS.

April , 2005

On this _____ day of April, 2005, before me, the undersigned notary public, personally appeared _____, Deputy Clerk, personally known to me to be the person whose name is signed on the preceding Escrow Agreement, and acknowledged to me that he she signed the said document voluntarily for its stated purpose.

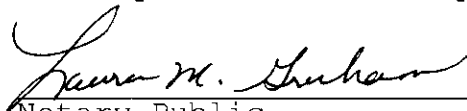
Notary Public
My Commission Expires:

Commonwealth of Massachusetts

Suffolk, SS.

May 4
April , 2005

On this *4th* day of *May*, 2005, before me, the undersigned notary public, personally appeared *John T. McNeil*, Assistant U.S. Attorney, personally known to me to be the person whose name is signed on the preceding Escrow Agreement, and acknowledged to me that he she signed the said document voluntarily for its stated purpose.


Notary Public
My Commission Expires: 27 March 2009